

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

FOR THE SOLE CONSIDERATION OF seven hundred twenty-two thousand dollars and 00/100 (\$722,000.00)) and subject to approval by the Los Angeles County Board of Supervisors, to be disbursed as set forth below, and with each party to bear its own attorney's fees and costs, receipt of which is hereby acknowledged, the undersigned, plaintiff DION STARR (hereinafter referred to as the "plaintiff") being of lawful age, does hereby, and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges the COUNTY OF LOS ANGELES, the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, DEPUTY MAYBET BUGARIN, DEPUTY JOSE GARIBAY, SERGEANT MICHAEL INGE, LIEUTENANT ALFRED C. GONZALES, CAPTAIN JOHN CLARK, and SHERIFF LEROY BACA, (hereinafter referred to as the "defendants"), as well as their agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships, or any other entity connected therewith, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and/or compensation, of any nature whatsoever which the undersigned/plaintiff now has or which may hereafter accrue to the undersigned/plaintiff on account of, or in any way growing out of, any and all known or unknown, foreseen and unforeseen, injuries and/or damages and the consequences thereof resulting from, or to result from, the incident, casualty or event which occurred on or about January 25, 2008 in the Men's Central Jail located in Los Angeles, California, filed in the United States District Court, Central District of California, Case No. CV08-00508 GW (SHx) and the individuals and entities involved in the negotiations between the parties before and after the filing of the action, all of which are released hereunder.

Defendant LOS ANGELES COUNTY agrees to hold DION STARR free and harmless from any medical costs resulting from medical care and treatment rendered to DION STARR by LAC-USC Medical Center resulting from this incident on or about January 25, 2008.

The undersigned/plaintiff acknowledges that all liens or other claims of third parties have been disclosed and agrees to hold harmless and indemnify defendants, Hurrell Cantrall LLP, and their attorneys and agents, for any and all liens or other claims of third parties which have been or may be asserted for services which have been or may be rendered on behalf of the undersigned/plaintiff. The undersigned/plaintiff agrees that his attorneys shall retain in their

trust account the amount of Notice of Lien from the Department of Child Support Services County of Orange until such has been resolved.

The undersigned/plaintiff agrees that he has received no inducement, promise or offer of any kind whatsoever for the consideration delineated hereinabove, and that this document is executed without reliance on any statement or representation by those released or their representatives, or anyone, other than the sole consideration described herein.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the consideration furnished is not to be construed as an admission of liability on the part of those released, and that those parties have denied liability on the claim herein and intend merely to avoid litigation and buy their peace by this compromise.

The compromise and settlement which forms the basis of this Settlement Agreement and Release of All Claims has been arrived at after thorough bargaining and negotiation and represents a final, mutually agreeable compromise.

The compromise and settlement which forms the basis of this Settlement Agreement and Release of all Claims will be disbursed to Plaintiff DION STARR and his attorneys R. Samuel Paz, of Law Offices of R. Samuel Paz and Sonia Mercado of Sonia Mercado & Associates as follows: Plaintiff DION STARR will be paid \$300,000.00 (Three Hundred Thousand Dollars); his attorneys R. Samuel Paz, of Law Offices of R. Samuel Paz and Sonia Mercado of Sonia Mercado & Associates will be paid \$400,000.00 as full and final compromise for their attorneys' fees and costs incurred in this matter, and \$22,000.00 (twenty-two Thousand Dollars for out of pocket costs incurred by the attorneys in this matter. Defendants will issue one check in the total amount of \$722,000.00 made out to DION STARR AND THE LAW OFFICE OF R. SAMUEL PAZ.


The undersigned/plaintiff agrees that this Settlement Agreement and Release of All Claims extends to claims which the plaintiff does not know or suspect to exist in his favor at the time of executing this document, which if known by him may materially affect his settlement with the defendants. In that regard, the plaintiff agrees to waive any and all rights he may have under California *Civil Code* §1542.

The undersigned/plaintiff agrees that this document contains the entire agreement between the parties hereto and that its terms of are contractual and not a mere recital.

The undersigned/plaintiff further agrees that he has read and fully understood this Settlement Agreement and Release of All Claims and that the opportunity has been afforded to discuss the terms and contents of this document with legal counsel and/or that such a discussion with legal counsel has occurred.

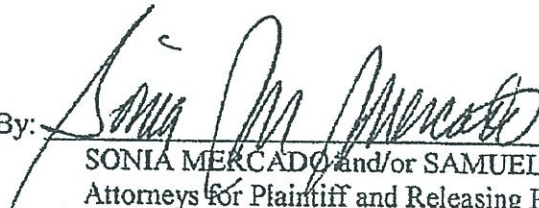
CAUTION: READ BEFORE SIGNING!

DATED: 11/25/13

By: 
DION STARR, Plaintiff and Releasor

This Settlement Agreement and Release of All Claims has been read and approved as to form and content.

DATED: 11/25/2013

By: 
SONIA MERCADO and/or SAMUEL PAZ
Attorneys for Plaintiff and Releasing Party
DION STARR